

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA	*	CRIMINAL DOCKET NO.
v.	*	SECTION:
BRENT HONORE	*	VIOLATION: 18 U.S.C. 4
	* * *	

FACTUAL BASIS

If this case had gone to trial, the Government would prove the following beyond a reasonable doubt through competent evidence and tangible exhibits:

In 2001, the defendant, Brent Honore, owned and operated Harvey Honore Construction Company, which was involved in the construction of the Fischer Senior Housing Village (FSHV). This project was authorized by the Housing Authority of New Orleans (HANO), who was in receivership with the Department of Housing and Urban Development, an agency of the United States. Mr. Honore would complete portions of the project and submit invoices in order to receive payment. Before a payment would be released, an architect, would inspect the quality of the work. In theory, if the work performed was acceptable, payment would be released. However, a conflict

arose between Honore and the architect, the work was not getting approved, and as a result, Honore was not getting paid. Columbia Highlands was then brought in as a consultant on behalf of HANO, to assist in managing the project and to mediate these disputes. James Lozano of Columbia Highlands, indicated to Honore that he could bypass the architect's recommendations and get the work approved by HANO, in return for Honore kicking back money to Lozano. Since Lozano had contracted with HANO and had decision-making input for HANO, Honore gave into Lozano's demand in order to get his work approved and his invoices paid. Honore felt that if he did not cooperate, that he could lose hundreds of thousands of dollars in a project in which he had already invested a considerable amount of money. Honore used a third-party to deliver the money, thus removing himself from the direct transaction.

On or about November 26, 2002, Honore contacted an employee and ordered him to pick up a \$5,000 bribe payment, in the form of a check, and deliver it to Lozano at the HANO office on Touro Street. Lozano exited the HANO office and entered the employee's vehicle, and received the kickback by having the employee place the check in a notebook without Lozano touching the check. The check was in a sealed envelope with Lozano's information visible through the envelope window. The employee realized the kickback was illegal because of the manner in which Lozano accepted the check. After the kickback was made, the employee was recorded informing an associate of the illegal activity. The check was endorsed by Lozano and cleared for payment on December 6, 2002. Mr. Honore realizes that the payment was illegal and later confirmed as much in interviews with agents of the Federal Bureau of Investigation. Honore felt that he had to give in to Lozano's demand for money because he felt that it was needed in order for Lozano to bypass what he viewed were the architect's unfair recommendations and to influence HANO in Honore's favor. He was told by

Lozano that he could get the invoices approved in return for the kickback. The defendant never reported this \$5,000 kickback to any judge or other person in civil or military authority of the United States.

The above information comes from an investigation conducted by Special Agents of the Federal Bureau of Investigation, New Orleans Police Officers assigned to the New Orleans Public Corruption Task Force, numerous records subpoenaed into a federal grand jury, interviews conducted during the investigation, and from the admissions of the defendant, Brent Honore.

BRENT HONORE
Defendant

JON MAESTRI
Assistant United States Attorney

Date

BERNARD E. BOUDREAUX, JR. Date _____
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Counsel for Defendant

MICHAEL REESE DAVIS
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